

# **EXHIBIT A**

- (a) The Management Fees are charged at the level of the Master Funds. The Partnership bears its allocable portion of each Management Fee charged to a Master Fund in accordance with the relevant Master Fund Partnership Agreement. The Management Fee borne by the Partnership with respect to any Master Fund is allocated by the General Partner to the Capital Sub-Accounts of the relevant Limited Partners in such Master Fund based upon the Classes of Interests they hold, and such Capital Sub-Accounts are subject to the corresponding adjustments. Each Management Fee is appropriately adjusted for any partial quarter. The Investment Manager (as the investment manager of each Master Fund) may waive or reduce the Management Fees with respect to any Capital Sub-Account of a Limited Partner in its discretion. During any calendar quarter, to the extent not payable from the proceeds of any sales of Investments held by a Master Fund, the Management Fee with respect to such Master Fund shall accrue during such quarter until funds become available to pay the accrued Management Fee.
- (i) In the event that any Limited Partner withdraws the full balance of its Capital Account (and corresponding Capital Sub-Account in each Master Fund), other than amounts contained in any Special Situation Investment Sub-Account, the General Partner (as the general partner of each Master Fund) may establish reserves or holdbacks pursuant to each Master Fund Partnership Agreement equal to the Management Fee estimated to accrue with respect to any remaining Special Situation Investment Sub-Accounts in each such Master Fund, and the General Partner may debit the reserve account established with respect to each such Master Fund for the allocable portion of any Management Fee charged to such Master Fund at the same times and in the same manner in which it debited such Limited Partner's Capital Sub-Account in such Master Fund prior to withdrawal.
- (ii) After the balance in a reserve account established above with respect to a particular Master Fund is reduced to zero, the General Partner will charge the fully withdrawing Limited Partner the portion of the Management Fee relating to any Special Situation Investment Sub-Account in such Master Fund (such portion of the Management Fee, the "*Post Reserve Fee*") at the same times and in the same manner in which it debited such Limited Partner's Capital Sub-Account in such Master Fund prior to withdrawal. If the withdrawing Limited Partner does not pay the Post Reserve Fee at the time it is due, the Investment Manager (in its capacity

as the investment manager of such Master Fund) will advance the Partnership the amount of the Post Reserve Fee on behalf of the Limited Partner and the Partnership will reimburse the Investment Manager (in its capacity as the investment manager of such Master Fund) for such advanced amounts from the proceeds of the Special Situation Investment Sub-Account in such Master Fund.

- (b) Notwithstanding anything to the contrary herein, to the extent the General Partner or the Partnership is required by law (including under circumstances where the General Partner or the Partnership is unable to rely conclusively on any withholding certification provided by a Partner) to withhold or to make tax payments, including interest and penalties, on behalf of or with respect to any Partner or Partners (including, without limitation, any amounts attributable to an actual or imputed underpayment of taxes under any BBA provision, backup withholding or withholding under FATCA), the General Partner or the Partnership may withhold such amounts and make such tax payments as so required. If the Partnership directly or indirectly pays or incurs any withholding tax or other tax obligation (including any amounts under any BBA provision or under FATCA) with respect to the income allocable or distributable to, or otherwise attributable to, one or more Partners, then the amount of such withholding tax, tax obligation or payment will be treated as a distribution to such Partner or Partners, as applicable, pursuant to the terms of this Agreement. Such amount will be debited against the Capital Account(s) of such Partner or Partners as of the close of the Accounting Period during which the Partnership so withholds, pays or incurs such obligation. If the amount so withheld, paid or incurred is greater than the balance of the Capital Account(s) of the relevant Partner or Partners, as applicable, then such Partner or Partners and any successors must make a contribution to the capital of the Partnership, within 10 calendar days following request by the General Partner, in the amount of such excess. The General Partner is not obligated to apply for or obtain a refund or reduction of or exemption from withholding tax on behalf of any Partner that may be eligible for such refund, reduction or exemption, or be otherwise obligated to structure Investments so as to reduce or avoid any such withholding tax. Each Limited Partner agrees to repay to the Partnership and the General Partner and each of the partners and former partners of the General Partner, any liability for taxes, interest or penalties which may be asserted by reason of the failure to deduct and withhold tax on amounts distributable or allocable to such Limited Partner.
- (c) Except as otherwise provided for in this Agreement, any expenditures payable by the Partnership, to the extent determined by the General Partner to have been paid or withheld on behalf of, or by reason of particular circumstances applicable to, one or more but fewer than all of the Partners, will be specially allocated only to the Capital Accounts of those Partners on whose behalf such payments are made or whose particular circumstances gave rise to such payments. Such allocations will be debited from the relevant Capital Accounts of such Partners as of the close

### **3.6 Reserves; Adjustments for Certain Future Events**

- (a) The General Partner may cause appropriate reserves to be created, accrued and charged against Net Assets and Special Situation Investments (at the level of the Master Funds), and proportionately against the Capital Accounts (and the corresponding Capital Sub-Accounts in the relevant Master Fund(s)) for contingent liabilities or probable losses, with such reserves to be in the amounts which the General Partner deems necessary or appropriate. The General Partner may increase or reduce any such reserve from time to time by such amounts as the General Partner deems necessary or appropriate. The amount of any such reserve, or any increase or decrease therein, may, at the election of the General Partner, be debited or credited, as the General Partner deems appropriate, to the Capital Accounts of current Partners that (i) are Partners at the time when such reserve is created, increased or decreased, as the case may be, or (ii) were Partners, or are transferees from Persons who were Partners, at the time of the act or omission giving rise to the contingent liability for which the reserve has been established by the General Partner.
- (b) If the General Partner determines that it is equitable to treat an amount to be paid or received as being applicable to one or more prior periods, then all or a portion of such amount may be proportionately debited or credited, as appropriate, in proportion to the Capital Account balances of the current Partners as such balances existed during such prior period(s).